

# **EXHIBIT A**

Xiao Yan Tang

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THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN MATEO

**FILED**  
SAN MATEO COUNTY

JUN 22 2017

Clerk of the Superior Court

DEPUTY CLERK

XIAOYAN TANG,

Plaintiff,

v.

THE ROYAL BANK OF SCOTLAND GROUP  
(a/k/a RBS); RBS CITIZENS, N.A.; CITIZENS  
FINANCIAL GROUP; RBS CITIZENS ASSET  
FINANCE NATIONAL WEST; CITIZENS  
COMMERICAL BANKING (a/k/a CITIZENS  
RESTUANT FINANCE); CITIZENS BANK  
(a/k/a CITIZENS BANK, N.A., a/k/a  
CITIZENS, N.A. a/k/a CITIZENS, a/k/a RBS  
CITIZENS, N.A.); and Does 1-10,  
Defendants.

17 - CIV - 02787  
CMP  
Complaint  
567250



17CIV02787

**COMPLAINT**

1. Plaintiff XIAOYAN TANG ("Plaintiff," "she," and "her"), an individual, hereby  
sues Defendants, including DOES 1-10, and each of them, for:

1. Defamation
2. Wrongful Termination In Violation Of State Law
3. Wrongful Termination In Violation Of Equity And Public Policy
4. Intentional Infliction Of Emotional Distress
5. Negligent Infliction Of Emotional Distress
6. Negligent Negligent Failure To Supervise
7. Negligent Failure To Adhere To Public Policy
8. Breach Of Implied Contract
9. Breach Of The Implied Covenant Of Good Faith And Fair Dealing
10. Breach Of Fiduciary Obligations

11. Fraud/Misrepresentation
12. Common Law Promissory Fraud/Promissory Estoppel/Fraudulent Inducement
13. Equitable Relief For Promissory Fraud/Promissory Estoppel/Fraudulent Inducement
14. Intentional Interference With Contractual Relations
15. Harm To Business Reputation/Intentional Interference With Prospective Economic Relations/ Advantage
16. Harm To Business Reputation/Negligent Interference With Prospective Economic Relations/ Advantage

A JURY TRIAL IS REQUESTED FOR ALL JURY TRIAL-ELIGIBLE CAUSES OF ACTION

### **BACKGROUND ALLEGATIONS (VENUE)**

2. Plaintiff is informed and believes, and thereon alleges, that each organization/entity Defendant herein ("entity Defendant/s") is a business or government organization, form unknown, doing business in the State of California, and an agent with respect to, or under the control of each other Defendant - or said entity Defendant.

3. Plaintiff is informed and believes:

- a. Entity Defendant Royal Bank of Scotland (RBS), headquartered in Edinburgh, United Kingdom, operates business in the State of California, including maintaining a business location in San Francisco, CA.
- b. Entity Defendant RBS Citizens and Citizens Financial Group (CFG) (commonly known as Citizens Bank), headquartered in Providence, Rhode Island, run business and maintain business locations in the the State of California.
- c. Entity Defendant RBS Citizens Asset Finance National West operates business in the State of California, including maintaining a business location in Irvine, CA.
- d. Entity Defendant Citizens Commercial Banking (a/k/a Citizens Restaurant Finance) operates business in the State of California, including maintaining a business location in Irvine, CA.

1 4. The employment contracts/understandings were made and to be performed in  
2 Massachusetts. Notwithstanding, Defendants' tortious or illegal conduct extended  
3 beyond Massachusetts, particularly post-termination, and continues in California,  
4 prompting Plaintiff to seek legal remedy.

5 5. Plaintiff resides and is domiciled in San Mateo County, California post -  
6 termination.

7 6. Plaintiff is informed and believes, and thereon alleges that Defendants, and each  
8 of them, individually and in conspiracy, unlawfully acted to, and did, defraud and  
9 otherwise damage Plaintiff, as recounted herein, in the State of California.

10 7. Plaintiff is unaware of the true names and capacities of Defendants sued herein as  
11 DOES 1-10, and therefore sue these Defendants by such fictitious names. Plaintiff will  
12 amend this Complaint to allege their true names and capacities when ascertained.

13 8. Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously  
14 named Defendants is also responsible in some manner for the occurrences herein alleged,  
15 and that Plaintiff's damages were also proximately caused by them.

16 9. As a result of the unlawful, wrongful, fraudulent, and despicable conduct of  
17 Defendants and each of them, including DOES 1-10, individually and in conspiracy,  
18 recounted herein, Plaintiff has been damaged in an amount in excess of this Court's  
19 jurisdictional minimum, and seeks recompense therefor, including punitive damages and  
20 attorney fees, in amounts according to law, and proof at trial - in addition to injunctive  
21 relief.

22 10. Defendants engaged in their conduct injurious to Plaintiff, as recounted herein,  
23 with malice, oppression, or fraud.

24 11. Accordingly, Plaintiff seeks punitive damages in addition.

25 **ADDITIONAL BACKGROUND ALLEGATIONS**  
26 **GIVING RISE TO LIABILITY**

27 12. The Complaint addresses causes of action addressing and accruing from facts up  
28 to the time of this state complaint. Unless otherwise noted, each cause of action also

1 encompasses and responds to tortious or illegal damage after the wrongful termination -  
2 for example, the continuing refusal of Defendants to stop implying or expressly  
3 defaming Plaintiff, harming her business reputation, and intentional/negligent inference  
4 with prospective economic relations.

5 13. Plaintiff was induced to join Defendants in October 2007 as an employee working  
6 as a Portfolio Manager, by express and implied promises that she would be treated fairly,  
7 and, impliedly, that if she was sexually harassed by a boss of hers, she would be treated  
8 fairly, and not be fired unfairly with respect to the matter, including in re its reporting by  
9 her.

10 14. Supported by Defendants, in June 2010, Plaintiff transferred to Defendant's  
11 Technology Banking Group managed by David Nackley.

12 15. She was indeed sexually harassed by her boss, David Nackley, including by his  
13 pronouncement to her, in a room with only the two of them present, that he demanded  
14 that their relationship be characterized by the word, "assume," which he said could be  
15 broken down into three other words - which, he said, were, "ass," "(yo)u," and "me."

16 16. He actually showed Plaintiff a piece of paper which said that - a piece of paper  
17 which Defendant Nackley later hid or destroyed (= consciousness of guilt).

18 17. During this closed-door session where explicit sexual demands were made,  
19 Defendant Nackley stared at Plaintiff's private areas for significant periods of time.

20 18. Said behavior - while he was emphasizing his career and immigration power over  
21 Plaintiff - inspired very reasonable fear in Plaintiff - and constituted emotional distress.

22 19. He also told Plaintiff that, despite having a wife and children, he also had two  
23 Thai house girls at his home, which was also intended to suggest to Plaintiff that she had  
24 better be "smart".

25 20. He also complained that the bathing suits of his Thai house girls did not reveal  
26 enough of their bodies, and asked Plaintiff about her bathing suits attire.

27 21. He tried to "groom her" by "suggesting" where she might find men.

28 22. All this was in a meeting called by him to supposedly review her performance.

23. There was no discussion of her performance - save for his making clear that he  
expected sexual performance from Plaintiff, and that he had great control over her career

1 and immigration status.

2 24. His meaning and manner were unmistakably clear, including staring at her  
3 privates: he was requesting sex from the employee.

4 25. He also - in a jealous, even intimidating, assaultive manner - forced Plaintiff to  
5 disclose whom she was dating, which was also sexual harassment.

6 26. On that occasion, he prevented her from leaving that room.

7 27. He said she could not leave until/unless she told him who she was dating, etc..

8 28. In combination with a demanding demeanor, this was false imprisonment.

9 29. He concocted an excuse for asking her this.

10 30. He commandingly/forcefully in manner waved his arms in Plaintiff's direction.

11 31. He moved toward Plaintiff, including as he spoke, while waving his arms in such  
12 fashion, and constituted assault and emotional distress.

13 32. He threatened that he would kick Plaintiff out of the bank if she refused to tell  
14 right away.

15 33. He also threatened that Plaintiff was "being watched."

16 34. He also discriminatorily pronounced words to the effect that Asian women were  
17 supposed to be "obedient" - and "not argue."

18 35. Plaintiff is an Asian woman, of Chinese descent - which was well known to  
19 Defendants at all relevant times herein.

20 36. All of the above happened in a manner which explains and reveals his intent: that  
21 he requested and was expecting sex from this employee.

22 37. Plaintiff declined his advances.

23 38. There followed, by Defendants, sham markdowns of her performance, sham  
24 investigation of her internal complaint, and, overall, considerable hostility against this  
25 employee.

26 39. Even some female members of Human Resource and female co-worker acted in  
27 support of a higher level male sexual predator.

28 40. For example, they pretended to "investigate" the matter - which was sham  
behavior in support of sexual predator Nackley.

41. Defendants did wrongfully, unlawfully, unjustly, and tortiously fire her in June

1 2011, as a result of her respectfully informing HR of her complaint against Nackley, and  
2 her declining to accede to his requests, supported by career and immigration threats, that  
3 she have sex with him – or else....

4 42. Plaintiff was wrongfully fire, by Defendants' false statements of fact regarding her  
5 performance, despite her solid job performance, including her work product being  
6 accepted and utilized by top management, to the benefit of the entity Defendant.

7 43. Nackley, after Plaintiff's wrongful termination, was also forced to leave the entity  
8 Defendant.

9 44. This solid job performance of Plaintiff – deserving of excellent references never  
10 given - was also evidenced by the employer's decision to sponsor Plaintiff for further  
11 work visa purposes not long before her termination, and by Plaintiff's being given some  
12 substantive assignments not long before her termination.

13 45. In the course of same, Nackley ordered Plaintiff to "Shut your mouth!"

14 46. He also stated that "You are different," regarding how her performance was to be  
15 measured by him.

16 47. He forced Plaintiff to acknowledge and accept his sham performance review of  
17 her, even pursuing her to do so, despite Plaintiff's reasonable objection.

18 48. This was after the "assume" words of her boss, and this sham review was part of  
19 the sexual harassment and its cover-up component.

20 49. Indeed, the firing of Plaintiff was also part of the sexual harassment, and an  
21 attempt to cover up and get rid of the evidence of that illegal harassment.

22 50. Plaintiff was terminated in such a manner as to be stigmatizing to her reputation  
23 and by Defendants' fabricated, untruthful charges against her regarding her  
24 performance.

25 51. This final adverse performance review was despite Plaintiff's being assigned  
26 increased responsibilities, including some important projects.

27 52. This bad treatment was contra to what she had been led to believe would be the  
28 case with that employer if her performance was solid – which it was.

53. Defendants defamed Plaintiff by, Inter alia, placing false materials and making  
false statements as allegations of facts in her personal file, intentionally/negligently

1 damaging her career.

2 54. Despite her excellent abilities and credentials, which include a Master's Degree in  
3 Finance from Boston College, Plaintiff has been unable to find comparable employment  
4 in her field of expertise, despite diligence on Plaintiff's part.

5 55. This was proximately caused by Defendants' bad conduct.

6 56. Defendants' bad conduct has ruined her career.

7 57. Defendants' bad conduct has also caused Plaintiff serious emotional distress and  
8 unnecessary and uncalled-for life stress, including great and sustained worry.

9 58. As a result, she has also suffered serious physical symptoms.

10 59. Defendants knew or had reason to know that this proximately caused harm was  
11 likely when they fired Plaintiff, due to their knowledge that she was about 40 when  
12 about to be fired by said Defendants.

13 60. Defendants also knew that there unlawful treatment of Plaintiff would be likely to  
14 seriously injure her career and child prospects for the future, and it has.

### 15 THE FURTHER FACTS

16 61. When it acted illegally, including tortiously and inequitably, Defendants were  
17 well aware that their acts and omissions, including post-termination, were calculated to  
18 job-savage the mid-career Plaintiff.

19 62. Moreover, including each day in the post-wrongful termination, Defendants  
20 savaged Plaintiff additionally, by refusing to set the record straight and reiterating the  
21 impression that Plaintiff had been rightfully terminated. This additional defamation was  
22 effected by, inter alia, Defendants' refusal to provide excellent references for Plaintiff -  
23 which Plaintiff had clearly earned - well-known to even upper management - which  
24 knowingly used her work product approvingly on a number of occasions.

25 63. These subsequent illegalities have further devastated Plaintiff - with great malice  
26 on the part of Defendants.

27 64. Defendants have been cashing paychecks month after month inappropriately,  
28 while Plaintiff's life, as a result of their acts and omissions, has been grievously injured.



1 65. Bank executive Robert C. Rubino, the then boss of David Nackley, participated in  
2 the discussions of terminating the Plaintiff, in addition to actually performing the firing  
3 ceremony, including directing others to seize her belongings and keep them from her  
4 (conversion and intentional infliction of emotional distress).

5 66. Rubino had deemed Plaintiff's work product to be excellent.

6 67. He clearly knew Plaintiff had consistently performed well.

7 68. He previously disciplined Nackley for similar sexual misconduct prior to  
8 Plaintiff's joining Nackley's group.

9 69. However, to protect bank executives' mutual benefits, he chose to illegally fire  
10 Plaintiff, rather than immediately punish the caught among them sexual predator, David  
11 Nackley.

12 70. If he "had no idea" that his report Nackley had such interests as advancing sex  
13 from subordinates, then he was negligent in not adequately supervising Nackley - and  
14 incompetent to serve in any position of responsibility.

15 71. Rubino had admitted that he did not have knowledge regarding a specific  
16 "negative" performance issue of Plaintiff that Nackley had claimed, but Rubino  
17 terminated Plaintiff.

18 72. Nackley had admitted that he did not have knowledge regarding his own  
19 allegations of Plaintiff's performance issue, which had caused him to request the  
20 termination of her.

21 73. Both Rubino's and Nackley's behavior was outrageous, tortious, and illegal.

22 74. Defendants created untruthful claims, repeatedly making, circulating, and  
23 publishing false statements of fact to multiple parties to purposely and intentionally  
24 cause harassment, injury, and to harm Plaintiff, and constituted her emotional distress.

25 75. Her firing and the accompanying defamatory personal file have ruined her career  
26 and have fatally damaged her child prospects for the future at her such a critical phase of  
27 a mid-aged woman.

28 76. Defendants continue to defame her and continue their refusal to correct the record  
regarding Plaintiff's excellent performance while employed by them.

77. This continuing refusal is being perpetrated on Plaintiff as she continues to live in

1 California.

2 78. Plaintiff has applied for more than 900 jobs and has been working on a contractual  
3 basis post-termination. She is ineligible for rehire, despite Defendants' hiring for the  
4 same Portfolio Manager position, as Plaintiff held with entity Defendant, in California.

5 79. Defendants also required applicants for the Portfolio Manager position in  
6 California answer whether they have ever been involuntarily terminated from any job;  
7 this constitutes emotional distress to her and intentional/negligent inference with  
8 prospective economic relations.

9 80. Even after the unlawful termination, Defendants' conduct, including continuously  
10 defaming her, internet or other stalking of Plaintiff, was a substantial factor in harming  
11 Plaintiff's chances of gaining equivalent or better employment, proximately causing  
12 Plaintiff harm, including financial, emotional, and physical damage.

13 81. For all of the above reasons, Plaintiff hereby files this Complaint.

## 14 CAUSES OF ACTION

### 15 CAUSE OF ACTION 1

#### 16 DEFAMATION

17 (Plaintiff Against All Defendants)

18 3. Plaintiff incorporates by reference, as though here set forth in full, the other  
19 paragraphs of this Complaint.

20 4. Defendants defamed Plaintiff by, Inter alia, creating untruthful claims, repeatedly  
21 making, circulating, and publishing false statements of fact to multiple parties to  
22 purposely and intentionally cause harassment, injury, and to harm her reputation.

23 5. Defendants defamed Plaintiff by, Inter alia, by intentionally making false  
24 statements and untrue allegations of fact in her performance reviews.

25 6. Plaintiff was terminated in such a manner as to be stigmatizing to her reputation  
26 and by Defendants' fabricated, untruthful charges against her.

27 7. Defendants defamed Plaintiff by, Inter alia, placing false materials and making  
28 false statements as allegations of facts in her personal file, intentionally damaging her

1 career.

2 8. Defendants, until present, have failed to correct records, apology, provide a  
3 reference or references recounting and documenting good, at minimum, performance -  
4 that Plaintiff had clearly earned.

5 9. Defendants continue to defame her and damage her career. Plaintiff is bared from  
6 being rehired as a Portfolio Manager with entity Defendant in California.

7 10. Defendants also required applicants for the Portfolio Manager position in  
8 California answer whether they have ever been involuntarily terminated from any job;  
9 this constitutes emotional distress to her and intentional/negligent inference with  
10 prospective economic relations.

11 11. Defendants knew or should have known that, especially for a female professional  
12 above 40, that was a killer for one having to seek a comparable or better job. This has  
13 ruined her career.

14 12. Workplace defamation of character is considered a "proprietary" interest and thus  
15 is able to be brought in a suit by Plaintiff because it is not a personal injury claim and not  
16 covered by workers' compensation.

17 13. Defendants' conduct, in addition to being tortious, violated and continues to  
18 violate California Code, Civil Code - CIV § 45.

19 14. Defendants' conduct caused Plaintiff damage, for which Plaintiff seeks  
20 recompense herein.

21 15. Defendants' conduct was a substantial factor in causing that harm.

22 16. Plaintiff thereby, at minimum, sues Defendants and each of them for such harm.

23 17. In doing the things recounted herein, Defendants, and each of them, acting  
24 individually and in conspiracy, acted with malice, oppression, or fraud, and said acts  
25 were approved and/or ratified by each remaining Defendant.

26 18. Plaintiff is therefore entitled to damages, including punitive damages, in an  
27 amount according to proof at trial.

28 WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in  
this Complaint.

1 **CAUSE OF ACTION 2**

2 **WRONGFUL TERMINATION IN VIOLATION OF**  
3 **STATE LAW**

4 (Plaintiff Against All Defendants)

5 19. Plaintiff incorporates by reference, as though here set forth in full, the other  
6 paragraphs of this Complaint.

7 20. Defendants terminated Plaintiff by, intentionally and purposely, creating  
8 untruthful claims and making false allegations of fact regarding her performance in order  
9 to protect a more senior employee - sexual predator.

10 21. Defendants purposely concealed true facts regarding her termination and her  
11 sham performance reviews upon Plaintiff's discovering false allegations.

12 22. Defendants' conduct, in violation of state law, caused Plaintiff damage, for which  
13 Plaintiff seeks recompense herein.

14 23. Defendants' unlawfully, including tortiously, altered Plaintiffs' employment  
15 status unfavorably, particularly by firing her.

16 24. Defendants' conduct was a substantial factor in causing that harm.

17 25. Indeed, if Defendants followed law, damaged to Plaintiff might not have occurred.

18 26. Plaintiff thereby, at minimum, sues Defendants and each of them for breach of this  
19 covenant, as well.

20 27. In doing the things recounted herein, Defendants, and each of them, acting  
21 individually and in conspiracy, acted with malice, oppression, or fraud, and said acts  
22 were approved and/or ratified by each remaining Defendant.

23 28. Plaintiff is therefore entitled to damages, including punitive damages, in an  
24 amount according to proof at trial.

25 WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in  
26 this Complaint.

27 **CAUSE OF ACTION 3**

28 **WRONGFUL TERMINATION IN VIOLATION OF**

**EQUITY AND PUBLIC POLICY**  
(Plaintiff Against All Defendants)

29. Plaintiff incorporates by reference, as though here set forth in full, the other paragraphs of this Complaint.

30. There is and should be a public policy supporting the rule of law. This is evidenced by the laws and torts stated/recounted herein.

31. Defendants violated such public policy.

32. To establish a claim for wrongful discharge in violation of public policy, each of the following must be provided, and were present here:

- a. An employer-employee relationship existed;
- b. The employer terminated the employee (or took other adverse employment actions);
- c. The termination was a violation of public policy;
- d. The termination was a legal cause of the employee's injury; and
- e. The employee suffered damages as a result of having been terminated.

(Holmes v. General Dynamics Corp. (1993) 17 Cal.App.4th 1418, 1426.)

33. Defendants' conduct caused Plaintiff damage from same, for which Plaintiff seeks recompense herein.

34. Defendants' conduct was a substantial factor in causing that harm.

35. Plaintiff thereby, at minimum, sues Defendants and each of them for violation of this law, as well.

36. In doing the things recounted herein, Defendants, and each of them, acting individually and in conspiracy, acted with malice, oppression, or fraud, and said acts were approved and/or ratified by each remaining Defendant.

37. Plaintiff is therefore entitled to damages, including punitive damages, in an amount according to proof at trial.

WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in this Complaint.

**CAUSE OF ACTION 4**

**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
(Plaintiff Against All Defendants)

38. Plaintiff incorporates by reference, as though here set forth in full, the other paragraphs of this Complaint.

39. Defendants intentionally created untruthful claims, repeatedly making, circulating, and publishing false statements of facts to multiple parties to purposely and intentionally cause harassment, injury, and to harm her reputation and damage her career.

40. Defendants denied her promotions, pay raises, and bonuses that Plaintiff had earned by making up false allegations of fact regarding her performance.

41. Defendants wrongfully terminated Plaintiff by creating untruthful claims and making false statements as allegations of fact in order to protect a more senior employee – sexual predator.

42. The termination of Plaintiff was humiliating in that Defendants denied her access to her own belongings and seized her belongings and kept them from her.

43. At the firing, Defendants intentionally intimidated Plaintiff by attempting to cause her deportation.

82. The termination of Plaintiff was highly malicious as Defendants knew Plaintiff was above 40 years old. As a result, her firing and the accompanying defamatory personal file have ruined her career and have fatally damaged her child prospects for the future at her such a critical phase of a mid-aged woman.

44. Defendants have failed to apologize, compensate, and corrected the record with respect to references well-earned by Plaintiff.

45. Plaintiff has applied for more than 900 jobs and has been working on a contractual basis post-termination. She is ineligible for rehire, despite Defendants' hiring for the same Portfolio Manager position, as Plaintiff held with entity Defendant, in California.

46. Defendants also required applicants for the Portfolio Manager position in California answer whether they have ever been involuntarily terminated from any job; this constitutes emotional distress to her and intentional/negligent inference with

1 prospective economic relations.

2 47. Defendants' harassment and defamatory conduct violate state laws and public  
3 policies. Said conduct exceeded the inherent risks of employment and was not the sort of  
4 conduct normally expected to occur in the workplace. Said conduct is separate from  
5 Workers' Compensation laws.

6 48. The conduct against Plaintiff of all Defendants was outrageous;

7 49. All Defendants intended to cause Plaintiff emotional distress;

8 50. All Defendants acted with reckless disregard of the probability that Plaintiff  
9 would suffer emotional distress;

10 51. Plaintiff suffered severe emotional distress; and

11 52. The conduct of all Defendants was a substantial factor in causing Plaintiff's severe  
12 emotional distress.

13 53. The emotional distress included suffering, anguish, fright, horror, nervousness,  
14 grief, anxiety, worry, shock, humiliation, and physical damages.

15 54. Serious emotional distress exists, and will continue, adversely affecting Plaintiff's  
16 health and emotional equanimity.

17 55. An ordinary, reasonable person would have been unable to cope with it.

18 56. In doing the things recounted herein, Defendants, and each of them, acting  
19 individually and in conspiracy, acted with malice, oppression, or fraud, and said acts  
20 were approved and/or ratified by each remaining Defendant.

21 57. Plaintiff is therefore entitled to punitive and other damages in an amount  
22 according to proof at trial.

23 WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in  
24 this Complaint.

## 25 CAUSE OF ACTION 5

### 26 NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS 27 (Plaintiff Against All Defendants)

28 58. Plaintiff incorporates by reference, as though here set forth in full, the other  
paragraphs of this Complaint.

1 59. Defendants owed a duty to Plaintiff, inter alia, to provide a workplace free from  
2 unfair treatment, harassment, and defamation, and abused their positions of authority  
3 toward her.

4 60. Plaintiff has applied for more than 900 jobs and has been working on a contractual  
5 basis post-termination. She is ineligible for rehire, despite Defendants' hiring for the  
6 same Portfolio Manager position, as Plaintiff held with entity Defendant, in California.

7 61. Defendants also required applicants for the Portfolio Manager position in  
8 California answer whether they have ever been involuntarily terminated from any job;  
9 this constitutes emotional distress to her and intentional/negligent interference with  
10 prospective economic relations.

11 62. Said conduct exceeded the inherent risks of employment and was not the sort of  
12 conduct normally expected to occur in the workplace. Said conduct is separate from  
13 Workers' Compensation laws.

14 63. Defendants breached this duty as recounted herein.

15 64. These breaches were the proximate cause of damages to Plaintiff, for which  
16 Plaintiff seeks recompense herein.

17 65. In doing the things recounted herein, Defendants, and each of them, acting  
18 individually and in conspiracy, acted with malice, oppression, or fraud, and said acts  
19 were approved and/or ratified by each remaining Defendant.

20 66. As a part of her damages in this negligence action, Plaintiff also seeks damages for  
21 serious emotional distress, caused by Defendants, per, at minimum, *Molien v. Kaiser*  
22 *Foundation Hospitals* (1980) 27 Cal.3d 916, at p. 928.

23 67. In respect of the serious emotional distress aspect, Plaintiff is or should be entitled  
24 to punitive damages as well.

25 68. Plaintiff is entitled to punitive and other damages, in an amount according to  
26 proof at trial.

27 WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in  
28 this Complaint.

## CAUSE OF ACTION 6



**NEGLIGENT FAILURE TO SUPERVISE**  
(Plaintiff Against All Defendants)

69. Plaintiff incorporates by reference, as though here set forth in full, the other paragraphs of this Complaint.

70. The entity Defendant hired or otherwise engaged Nackley, inter alia, to act as a supervisor, including as the supervisor of Plaintiff, and he purported and acted to nominally, at least, do so.

71. In so doing, Defendants owed a duty to Plaintiff, inter alia, that Plaintiff, its claimed "partner," be treated fairly.

72. Defendants had some responsibility to monitor Nackley.

73. Defendants not only have failed to properly supervise Nackley but have actively assisted him in his harassment and defamatory conduct towards Plaintiff.

74. Even after the unlawful termination, Defendants' conduct, including continuously defaming her, internet or other stalking of Plaintiff by Nackley, was a substantial factor in harming Plaintiff, proximately causing Plaintiff harm, including financial, emotional, and physical damage.

75. Plaintiff has suffered and will continue to suffer damages because of Defendants' inattention and carelessness.

76. The injury to Plaintiff due to Defendants' negligence were foreseeable.

77. Said Defendants breached this duty as recounted herein, by, inter alia, allowing this agent and coverup co-conspirator, to savage, defame, and otherwise damage Plaintiff, for which Plaintiff seeks recompense herein.

78. At all relevant times recounted herein, Nackley purported to act and acted in this representative or agency capacity in dealing with Plaintiff and other employees.

79. As a proximate result of Nackley's intentional or negligent unlawful acts and omissions, performed in the course and scope of his employment by, engagement by, or representation of the entity Defendant, Plaintiff has been damaged in an amount according to proof at trial.

80. Plaintiff would not have been so damaged, but for the failure of the entity Defendant to exercise due care in the hiring and continued supervision of Nackley.

1 81. The entity Defendant had a legal duty to use due care to ensure that its or their  
2 agents performed their duties in accordance with law.

3 82. Defendants breached those duties, by, at minimum

4 - falling short of the duty owed Plaintiff, by hiring and allowing Nackley to act in the  
5 manner of a supervisor in sexual advances,

6 - allowing the Defendants to engage in sham, cover-up "investigation,"

7 - allowing the Plaintiff to be defamed, both before and after her wrongful termination,  
8 and

9 - allowing the illegal firing of Plaintiff itself, in despicable disregard of her career and  
10 physical and emotional well-being.

11 83. Such breach of duties by Defendants were the proximate cause of injury, including  
12 financial and other damage, to Plaintiff.

13 84. Said Defendants, by virtue of, at minimum, said negligent supervision, and their  
14 conspiratorial behavior, are therefore liable for the acts of each other, and Plaintiff's  
15 resultant damages, under the doctrine of respondeat superior and otherwise.

16 85. As a part of her damages in this negligence action, Plaintiff also seeks damages for  
17 serious emotional distress, caused by Defendants, per, at minimum, Molien v. Kaiser  
18 Foundation Hospitals (1980) 27 Cal.3d 916, at p. 928.

19 86. In respect of the serious emotional distress aspect, Plaintiff is or should be entitled  
20 to punitive damages as well.

21 WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in  
22 this Complaint.

## 23 CAUSE OF ACTION 7

### 24 NEGLIGENT FAILURE TO ADHERE TO PUBLIC POLICY

25 (Plaintiff Against All Defendants)

26 87. Plaintiff incorporates by reference, as though here set forth in full, the other  
27 paragraphs of this Complaint.

28 88. Defendants owed a duty to Plaintiff, inter alia, to treat its claimed "partner" fairly.

89. Defendants also owed a duty, even a fiduciary duty, to Plaintiff, in that

1 Defendants claimed that Plaintiff was also a partner (to which fiduciary duties are owed),  
2 to adhere to fairness expressed in and as a matter of public policy.

3 90. Defendants breached these duties as recounted herein.

4 91. These breaches were the proximate cause of damages to Plaintiff, for which  
5 Plaintiff seeks recompense herein.

6 92. In doing the things recounted herein, Defendants, and each of them, acting  
7 individually and in conspiracy, acted with malice, oppression, or fraud, and said acts  
8 were approved and/or ratified by each remaining Defendant.

9 93. As a part of her damages in this negligence action, Plaintiff also seeks damages for  
10 serious emotional distress, caused by Defendants, per, at minimum, *Molien v. Kaiser*  
11 *Foundation Hospitals* (1980) 27 Cal.3d 916, at p. 928.

12 94. In respect of the serious emotional distress aspect, Plaintiff is or should be entitled  
13 to punitive damages as well.

14 95. Plaintiff is entitled to punitive and other damages, in an amount according to  
15 proof at trial.

16 96. Plaintiff is therefore entitled to damages, including punitive damages, in an  
17 amount according to proof at trial.

18 WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in  
19 this Complaint.

## 20 CAUSE OF ACTION 8

### 21 BREACH OF IMPLIED CONTRACT 22 (Plaintiff Against All Defendant Employer)

23 97. Plaintiff incorporates by reference, as though here set forth in full, the other  
24 paragraphs of this Complaint.

25 98. Plaintiff and Defendants entered into an implied in fact agreement, which  
26 included, but was not limited to, the following terms and conditions:

- 27 a. Plaintiff would not be required to dispense sexual favors to sexual predator  
28 managers;
- b. Plaintiff would not be subjected to defamation and harassment;
- c. Plaintiff would be able to continue her employment with Defendant

1 employer indefinitely as long as she carried out her duties in a proper and  
2 competent manner;

3 d. Plaintiff would not be denied fair treatment or be terminated for other than  
4 good cause;

5 e. Defendant employer's policy would prohibit them from terminating  
6 employees for sham performance reviews and without prior counseling  
7 employees;

8 f. Defendant employer would not make false statements of facts against  
9 Plaintiff and ruin her career.

10 99. This employment agreement was evidenced by various written documents  
11 including employee handbook, personnel policies, and discipline procedures, and oral  
12 representations to Plaintiff by Defendant employer HR business partners and employees.

13 100. There was an established policy maintained Defendant employer known to  
14 Plaintiff and relied on by her that employees such as Plaintiff, who had performed  
15 services as good and faithful employees, would be treated fairly, would not have  
16 employment decisions made without good cause, and would not be subjected to  
17 defamation and intentional/negligent inference with economic relations.

18 101. Plaintiff performed well during the nearly four years that she worked with  
19 Defendants. Defendants praised her performance and supported her transfer. During  
20 her work with Nackley's group, she received increased responsibilities.

21 102. As a result of the above representation, Plaintiff came reasonably to expect and to  
22 rely on the promise of job security and fair treatment.

23 103. Plaintiff did all, or substantially all, of the significant things that said contracts  
24 required her to do, or Plaintiff was excused from doing those things.

25 104. All conditions in these contracts for performance to be required had occurred or  
26 were excused. (There were no excuses for Defendants' lack of full performance.)

27 105. Defendants failed to do something that the contract required them to do [or]

28 106. Defendants did something that the contract prohibited them from doing.

107. Plaintiff was harmed by the breaches of these contracts.

108. Defendants' conduct was a substantial factor in causing the harm.

1 109. Defendants' conduct caused Plaintiff s damage, for which Plaintiff seeks  
2 recompense herein.

3 110. Plaintiff thereby, at minimum, sues Defendants and each of them for breaches of  
4 contract, as well.

5 111. In doing the things recounted herein, Defendants, and each of them, acted  
6 individually and in conspiracy.

7 112. Plaintiff is therefore entitled to damages in an amount according to proof at trial.  
8 WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in  
9 this Complaint.

10 **CAUSE OF ACTION 9**

11 **BREACH OF THE IMPLIED COVENANT**  
12 **OF GOOD FAITH AND FAIR DEALING**  
13 (Plaintiff Against All Defendants)

14 113. Plaintiff incorporates by reference, as though here set forth in full, the other  
15 paragraphs of this Complaint.

16 114. Implied in every contract is a "covenant of good faith and fair dealing."

17 115. The breaches of implied contract alleged in this Complaint also constitute breaches  
18 of the implied covenant of good faith and fair dealing by Defendants. Said covenant of  
19 good faith and fair dealing required defendants to fairly, honestly, and reasonably  
20 perform the terms and conditions of said agreement.

21 116. Defendants breached said implied covenant of good faith and fair dealing by  
22 denying Plaintiff a work environment free from harassment, discrimination, and  
23 defamation.

24 117. Defendants denied her promotions, pay raises, and bonuses that Plaintiff had  
25 earned by making up false allegations of fact and sham performance reviews of her.

26 118. Defendants wrongfully terminated Plaintiff by creating untrue facts and making  
27 false statements as allegations of fact in order to protect a more senior employee - sexual  
28 predator.

119. Defendants have failed to conduct any reasonable investigation concerning their

1 obligations under said contract.

2 120. Defendants, until present, have failed to correct records, apology, provide a  
3 reference or references recounting and documenting good, at minimum, performance -  
4 that Plaintiff had clearly earned.

5 121. Defendants continue to defame her, and bar her from being rehired in California,  
6 despite Defendants' hiring for the same Portfolio Manager position, as Plaintiff held with  
7 entity Defendant, in California.

8 122. Defendants also required applicants for the Portfolio Manager position in  
9 California answer whether they have ever been involuntarily terminated from any job;  
10 this constitutes emotional distress to her and intentional/negligent inference with  
11 prospective economic relations.

12 123. Defendants' conduct caused Plaintiff damage, for which Plaintiff seeks  
13 recompense herein.

14 124. Defendants' conduct was a substantial factor in causing that harm.

15 125. Plaintiff thereby, at minimum, sues Defendants and each of them for breach of this  
16 covenant, as well.

17 126. In doing the things recounted herein, Defendants, and each of them, acting  
18 individually and in conspiracy, acted with malice, oppression, or fraud, and said acts  
19 were approved and/or ratified by each remaining Defendant.

20 127. Plaintiff is therefore entitled to damages, including punitive damages, in an  
21 amount according to proof at trial.

22 WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in  
23 this Complaint.

## 24 CAUSE OF ACTION 10

### 25 BREACH OF FIDUCIARY OBLIGATIONS 26 (Plaintiff Against All Defendants)

27 128. Plaintiff incorporates by reference, as though here set forth in full, the other  
28 paragraphs of this Complaint.

129. Plaintiff was owed a fiduciary duty by the employer because it acted like and

1 purported to be a fiduciary in re its "family of employee partners."

2 130. Employers should be held to their Balderdash Supreme.

3 131. The breaches of fiduciary duty have been extensively chronicled in this  
4 Complaint.

5 132. These breaches included, but were not limited to the firing itself, including  
6 continuing to defaming her, ruining her career, and intentional/negligent inference with  
7 economic relations.

8 133. By these acts and practices, Defendants and each of them, acting individually and  
9 in conspiracy with the other Defendants, damaged Plaintiff, financially, physically, and  
10 emotionally.

11 134. Plaintiff thereby, at minimum, sues Defendants and each of them for breach of  
12 fiduciary duties.

13 135. In doing the things recounted herein, said Defendants, and each of them, acting  
14 individually and in conspiracy, acted with malice, oppression, or fraud, and said acts  
15 were approved and/or ratified by each remaining Defendant.

16 136. Plaintiff is therefore entitled to punitive and other damages in an amount  
17 according to proof at trial.

18 WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in  
19 this Complaint.

## 20 CAUSE OF ACTION 11

### 21 FRAUD/MISREPRESENTATION 22 (Plaintiff Against All Defendants)

23 83. Plaintiff incorporates by reference, as though here set forth in full, the other  
24 paragraphs of this Complaint.

25 84. Defendants perpetrated multiple species of fraud against the Plaintiff, including:

- 26 a. Intentional Misrepresentation;
- 27 b. Concealment;
- 28 c. False Promise;

- 1 d. Opinions as Statements of Fact; and
- 2 e. Misrepresentations Made to Persons Other Than the Plaintiff.

3 85. The Plaintiff reasonably relied upon Defendants' material misstatements,  
4 misrepresentations, omissions, concealments, and the like.

5 228. These deceitful misstatements, omissions, concealments, and the like, were  
6 proximate causes of the injuries and damages to Plaintiff.

7 229. They included, inter alia:

8 230. Intentional Misrepresentation

- 9 a. Said intentional misrepresentations included that Defendants would  
10 protect employees from sexual harassment in the workplace.
- 11 b. That Defendants were and would remain good citizens, who would not  
12 unlawfully or tortiously act as they did to/toward Plaintiff.
- 13 c. That Defendants made false statements and promises inducing Plaintiff to  
14 transfer.

15 231. Concealment

- 16 a. That Defendants would wrongfully fire a sexual harassment victim and  
17 impede her right to litigate in a court of law – and in order to protect the  
18 more senior employee.
- 19 b. That Defendants would make up untruthful facts and false allegations to  
20 wrongfully terminate her, would intentionally leave false materials and  
21 statements in her personal file to harm her reputation and would continue  
22 to defame her and destroy her career.
- 23 c. That Defendants were not and would not remain good citizens, who would  
24 not unlawfully or tortiously act as they did to/toward Plaintiff.

25 232. False Promise

- 26 a. That Defendants would not fire a sexual harassment victim, impede her  
27 right to litigate in a court of law, and impede her attempts to gain  
28 subsequent employment, by, inter alia, allowing adverse inferences to be  
drawn against her.
- b. That Defendants were and would remain good citizens, who would not



1 unlawfully or tortiously act as they did to/toward Plaintiff.

2 233. Opinions as Statements of Fact

3 a. That Defendants would not fire a sexual harassment victim, impede her

4 right to litigate in a court of law, and bar her from attempting to gain

5 subsequent employment, by, inter alia, publishing false allegations of fact

6 to be drawn against her.

7 234. Misrepresentations Made to Persons Other Than the Plaintiff

8 a. That Defendants would not fire a sexual harassment victim, impede her

9 right to litigate in a court of law, and bar her from attempting to gain

10 subsequent employment, by, inter alia, publishing false allegations of fact

11 to be drawn against her.

12 b. That Defendants were and would remain good citizens, who would not

13 unlawfully or tortiously act as they did to/toward Plaintiff.

14 235. Defendants' conduct was a substantial factor in proximately causing the harm,

15 including financial, emotional, and physical damage.

16 236. Defendants' conduct caused Plaintiff damage, for which Plaintiff seeks

17 recompense herein.

18 237. Plaintiff therefore, at minimum, sues said Defendants, and each of them, for each

19 and/or all of the above species of fraud, as well.

20 238. In doing the things recounted herein, Defendants, and each of them, acting

21 individually and in conspiracy, acted with malice, oppression, or fraud, and said acts

22 were approved and/or ratified by each remaining Defendant.

23 239. Plaintiff is therefore entitled to punitive and other damages in an amount

24 according to proof at trial.

25 WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in

26 this Complaint.

## 27 CAUSE OF ACTION 12

### 28 COMMON LAW PROMISSORY FRAUD/PROMISSORY ESTOPPEL/FRAUDULENT INDUCEMENT

(Plaintiff Against All Defendants)

240. Plaintiff incorporates by reference, as though here set forth in full, the other paragraphs of this Complaint.

““The elements of a promissory estoppel claim are “(1) a promise clear and unambiguous in its terms; (2) reliance by the party to whom the promise is made; (3) [the] reliance must be both reasonable and foreseeable; and (4) the party asserting the estoppel must be injured by his reliance.” . . .” (Advanced Choices, Inc. v. State Dept. of Health Services (2010) 182 Cal.App.4th 1661, 1672)

241. Defendants’ conduct satisfied each element of these wrongful torts, including promissory fraud and fraudulent inducement, by which Defendants wrongfully induced Plaintiff to enter into employment, because they knew what they were promising would not or would be unlikely to hold true.

242. The promises, including implicit promises, were as of the above.

243. Defendants’ conduct was a substantial factor in proximately causing the harm, including financial, emotional, and physical damage.

244. Defendants’ conduct caused Plaintiff damage, for which Plaintiff seeks recompense herein.

245. Plaintiff therefore, at minimum, sues said Defendants, and each of them, for the above torts or other violations of law, as well.

246. In doing the things recounted herein, Defendants, and each of them, acting individually and in conspiracy, acted with malice, oppression, or fraud, and said acts were approved and/or ratified by each remaining Defendant.

247. Plaintiff is therefore entitled to punitive and other damages in an amount according to proof at trial.

WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in this Complaint.

**CAUSE OF ACTION 13**

**EQUITABLE RELIEF FOR  
PROMISSORY FRAUD/  
PROMISSORY ESTOPPEL/  
FRAUDULENT INDUCEMENT**

(Plaintiff Against All Defendants)

248. Plaintiff incorporates by reference, as though here set forth in full, the other paragraphs of this Complaint.

““The elements of a promissory estoppel claim are “(1) a promise clear and unambiguous in its terms; (2) reliance by the party to whom the promise is made; (3) [the] reliance must be both reasonable and foreseeable; and (4) the party asserting the estoppel must be injured by his reliance.” . . .” (Advanced Choices, Inc. v. State Dept. of Health Services (2010) 182 Cal.App.4th 1661, 1672)

249. Defendants’ conduct satisfied each element of these wrongful torts, including promissory fraud and fraudulent inducement, by which Defendants wrongfully induced Plaintiff to enter into employment, because they knew what they were promising would not or would be unlikely to hold true.

250. The promises, including implicit promises, were as of the above.

251. Defendants’ conduct was a substantial factor in proximately causing the harm, including financial, emotional, and physical damage.

252. Defendants’ conduct caused Plaintiff damage, for which Plaintiff seeks recompense herein.

253. Plaintiff therefore, at minimum, sues said Defendants, and each of them, for the above torts or other violations of law, as well – and sets forth this cause of action if there is no adequate remedy at law in this matter, under relevant law.

254. In doing the things recounted herein, Defendants, and each of them, acting individually and in conspiracy, acted with malice, oppression, or fraud, and said acts were approved and/or ratified by each remaining Defendant.

255. Plaintiff is therefore entitled to punitive and other damages in an amount according to proof at trial.

WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in this Complaint.

**CAUSE OF ACTION 14**

**INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

(Plaintiff Against All Defendants)

256. Plaintiff incorporates by reference, as though here set forth in full, the other paragraphs of this Complaint.

257. Contractual interests were impaired by Defendants' false statements of fact/defamatory statements about Plaintiff which, because they adversely affected her reputation, and caused her to be terminated.

258. Defendants violated law from preventing interference with employment by threat or force.

259. Defendants' conduct as recounted herein damaged Plaintiff's business - including her ability to work as a contractor in her finance business in California - for which Plaintiff seeks recompense herein.

260. In doing the things recounted herein, Defendants, and each of them, acting individually and in conspiracy, acted with malice, oppression, or fraud, and said acts were approved and/or ratified by each remaining Defendant.

261. Plaintiff therefore, at minimum, sues Defendants and each of them for such harm.

262. Plaintiff is therefore entitled to damages, including punitive damages, in an amount according to proof at trial.

WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in this Complaint.

**CAUSE OF ACTION 15**

**HARM TO BUSINESS REPUTATION/  
INTENTIONAL INTERFERENCE WITH PROSPECTIVE  
ECONOMIC RELATIONS/ADVANTAGE**

(Plaintiff Against All Defendants)

263. Plaintiff incorporates by reference, as though here set forth in full, the other paragraphs of this Complaint.

264. Defendants defamed Plaintiff by, Inter alia, creating and allowing the inference that Plaintiff's performance while in the employ of Defendants did not warrant a

1 reference or references recounting and documenting good, at minimum, performance -  
2 that Plaintiff had clearly earned.

3 265. Defendants defamed Plaintiff by, Inter alia, placing false materials and making  
4 false statements as allegations of facts in her personal file, intentionally damaging her  
5 career.

6 266. Plaintiff has applied for more than 900 jobs and has been working on a contractual  
7 basis post-termination. She is ineligible for rehire, despite Defendants' hiring for the  
8 same Portfolio Manager position, as Plaintiff held with entity Defendant, in California.

9 267. Defendants also required applicants for the Portfolio Manager position in  
10 California answer whether they have ever been involuntarily terminated from any job;  
11 this constitutes emotional distress to her and intentional inference with prospective  
12 economic relations.

13 268. Defendants knew or should have known that, especially for a female professional  
14 above 40, that was a killer for one having to seek a comparable or better job. This has  
15 ruined her career.

16 269. Plaintiff was in business - as a finance professional.

17 270. Defendants should be estopped from asserting she was not in such business -  
18 because, inter alia, they held their employees out as "partners" in the business of  
19 banking.

20 271. Moreover, Plaintiff, a Master's Degree holder in finance, was indeed, in a large  
21 sense, in the business of finance - whether or not also in the business of being an  
22 employee of Defendants as a means of conducting her finance business.

23 272. Defendants' conduct as recounted herein damaged Plaintiff's business - including  
24 her ability to work as a contractor in her finance business in California- for which  
25 Plaintiff seeks recompense herein.

26 273. In doing the things recounted herein, Defendants, and each of them, acting  
27 individually and in conspiracy, acted with malice, oppression, or fraud, and said acts  
28 were approved and/or ratified by each remaining Defendant.

27 274. Plaintiff therefore, at minimum, sues Defendants and each of them for such harm.

28 275. Plaintiff is therefore entitled to damages, including punitive damages, in an

1 amount according to proof at trial.

2 WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in  
3 this Complaint.

4  
5 **CAUSE OF ACTION 16**

6 **HARM TO BUSINESS REPUTATION/  
7 NEGLIGENT INTERFERENCE WITH PROSPECTIVE  
8 ECONOMIC RELATIONS/ADVANTAGE  
(Plaintiff Against All Defendants)**

9  
10 276. Plaintiff incorporates by reference, as though here set forth in full, the other  
11 paragraphs of this Complaint.

12 277. Defendants defamed Plaintiff by, Inter alia, creating and allowing the inference  
13 that Plaintiff's performance while in the employ of Defendants did not warrant a  
14 reference or references recounting and documenting good, at minimum, performance –  
15 that Plaintiff had clearly earned.

16 278. Plaintiff was terminated in such a manner as to be stigmatizing to her reputation  
17 and by Defendants' fabricated, untruthful charges against her.

18 279. Defendants defamed Plaintiff by, Inter alia, placing false materials and making  
19 false statements as allegations of facts in her personal file, intentionally damaging her  
20 career.

21 280. Plaintiff has applied for more than 900 jobs and has been working on a contractual  
22 basis post-termination. She is ineligible for rehire, despite Defendants' hiring for the  
23 same Portfolio Manager position, as Plaintiff held with entity Defendant, in California.

24 281. Defendants also required applicants for the Portfolio Manager position in  
25 California answer whether they have ever been involuntarily terminated from any job;  
26 this constitutes emotional distress to her and negligent inference with prospective  
27 economic relations.

28 282. Defendants knew or should have known that, especially for a female professional  
above 40, that was a killer for one having to seek a comparable or better job. This has

1 ruined her career.

2 283. Plaintiff was in business - as a finance professional.

3 284. Defendants should be estopped from asserting she was not in such business -  
4 because, inter alia, they held their employees out as "partners" in the business of  
5 banking.

6 285. Moreover, Plaintiff, a master's degree holder in finance, was indeed, in a large  
7 sense, in the business of finance - whether or not also in the business of being an  
8 employee of Defendants as a means of conducting her finance business.

9 286. Defendants' conduct as recounted herein damaged Plaintiff's business - including  
10 her ability to work as a contractor in her finance business in California - for which  
11 Plaintiff seeks recompense herein.

12 287. In doing the things recounted herein, Defendants, and each of them, acting  
13 individually and in conspiracy, acted with malice, oppression, or fraud, and said acts  
14 were approved and/or ratified by each remaining Defendant.

15 288. Plaintiff therefore, at minimum, sues Defendants and each of them for such harm.

16 289. Plaintiff is therefore entitled to damages, including punitive damages, in an  
17 amount according to proof at trial.

18 WHEREFORE, Plaintiff prays for judgment on this cause of action as well, as set forth in  
19 this Complaint.

## 20 PUNITIVE DAMAGES

21 1. Plaintiff hereby incorporates by reference, as though here set forth in full, the  
22 other paragraphs of this Complaint.

23 2. Plaintiff seeks damages plus interest and costs in respect of the above causes of  
24 action and facts.

25 3. To punish the wrongdoing of Defendants and to deter such future conduct,  
26 Plaintiff also seeks punitive damages with respect to those causes of action that allow  
27 same, in that Defendants engaged in their despicable conduct as against Plaintiffs with  
28 malice, oppression, or fraud.

- "Malice" means that Defendants acted with intent to cause injury or that

1 Defendants' conduct was despicable and was done with a willful and knowing disregard  
2 of the rights or safety of another. A person acts with knowing disregard when he or she  
3 is aware of the probable dangerous consequences of his or her conduct and deliberately  
4 fails to avoid those consequences.

5 - "Oppression" means that Defendants' conduct was despicable and subjected  
6 Plaintiff to cruel and unjust hardship in knowing disregard of Plaintiffs' rights.

7 - "Fraud" means that Defendants intentionally misrepresented or concealed a  
8 material fact and did so intending to harm Plaintiff.

9 - "Despicable conduct" is conduct that is so vile, base, or contemptible that it would  
10 be looked down on and despised by reasonable people.

### 11 12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment as against all Defendants, jointly and  
14 severally, as follows:

- 15 1. For damages according to proof;
- 16 2. For punitive damages;
- 17 3. For a finding that Defendants and their attorneys had no probable cause to defend  
18 this lawsuit;
- 19 4. For interest on the amount of each item of damages at the legal rate from the date  
20 each item of damage took place;
- 21 5. Plaintiff seeks injunctive relief, including:
  - 22 a. Prohibiting false advertising and other statements to the effect that the  
23 entity Defendant is a good citizen or the like;
  - 24 b. Prohibiting false advertising and other statements to the effect - or  
25 implying - that the entity Defendant treats employees fairly or the like;
  - 26 c. Prohibiting direct, indirect, or implied defamation even after an employee  
27 is illegally terminated.
- 28 6. For costs of suit incurred herein, including reasonable attorney fees; and



1 7. For such other and further relief as this Court deems just and appropriate.

2  
3 Dated: June 22, 2017  
4  
5  
6  
7

8 Respectfully submitted,  
9

10   
11 XIAOYAN TANG  
12 Plaintiff  
13

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